

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/09/2011

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nicor Enerchange, L.L.C. (d/b/a Enerchange, L.L.C.)		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	AGL Resources Inc.
Street Address:	10 Peachtree Place, NE
Internal Address:	Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	3536179	NICOR ENERCHANGE

CORRESPONDENCE DATA	
Fax Number:	3129800765
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-269-8000
Email:	mhoffman@ngelaw.com
Correspondent Name:	Michael G. Kelber
Address Line 1:	Neal Gerber & Eisenberg LLP
Address Line 2:	Two North LaSalle Street
Address Line 4:	Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	17027.0701
--------------------------------	------------

NAME OF SUBMITTER:	Michael G. Kelber
Signature:	/Michael G. Kelber/
Date:	01/16/2014
Total Attachments: 2 source=Executed Assignment - NICOR ENERCHANGE#page1.tif source=Executed Assignment - NICOR ENERCHANGE#page2.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of December 9, 2011, is made by and between Nicor Enerchange, L.L.C. (d/b/a Enerchange, L.L.C.), a limited liability company organized under the laws of Delaware and having a place of business at 3333 Warrenville Road, Suite 630, Lisle, Illinois 60532 ("Assignor") and AGL Resources Inc., a corporation organized under the laws of Georgia and having a place of business at 10 Peachtree Place NE, Suite 1000, Atlanta, GA 30309 ("Assignee").

WHEREAS, Assignee has acquired Assignor and as part of that transaction wishes to acquire all right, title and interest in and to the trademark identified on Schedule A attached hereto, including without limitation all common law rights therein, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademark");

WHEREAS, Assignor is a subsidiary of Assignee, and that business is ongoing and existing and was ongoing and existing as of the effective date of this Agreement, in accordance with 15 USC § 1060; and

WHEREAS, in order to effectuate Assignee's acquisition of Assignor's entire right, title and interest in and to the Trademark, together with the goodwill associated with the Trademark, and any applications therefor, Assignor is executing this instrument of assignment.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, all right, title and interest in and to the Trademark, including without limitation: (i) all common law rights therein; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to sue for and be awarded past damage for infringement of the Trademark; and (iv) the right to further assign and/or to license any and all right, title and interest in and to the Trademark.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the date written below.

ASSIGNOR:

NICOR ENERCHANGE, L.L.C.
(d/b/a ENERCHANGE, L.L.C.)

By: Paul R. Shlanta

Name: Paul R. Shlanta

Title: E.V.P. & General Counsel

Date: December 19, 2012

ASSIGNEE:

AGL RESOURCES INC.

By: Paul R. Shlanta

Name: Paul R. Shlanta

Title: E.V.P. & General Counsel

Date: December 19, 2012

Schedule A

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
United States	NICOR ENERCHANGE	77/312,246	3,536,179

NGEDOC5: 2036318.1